

YELLOWSTONE COUNTY
INVITATION FOR BID
Yellowstone County Detention Facility
Polish/Seal Interior Concrete Floors

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids from interested parties for the Yellowstone County Detention Facility Detention Polish/Seal Interior Concrete Floors, 3165 King Avenue East, Billings, MT; this includes the cost of all materials, permits, labor and equipment necessary to complete the project. Bids must be labeled "YCDF-Polish/Seal Floors" and mailed in triplicate (1 original and 2 copies) to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the third floor of the Stillwater Building, 316 N 26th Street, Billings, MT 59101. Bids must be received no later than 5:00 p.m. March 22nd, 2021. All bids received by this time and date will be opened and read aloud at 9:30 a.m. March 23rd, 2021 in the Commissioners Boardroom, Room 3101 of the Stillwater Building, 316 N 26th Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered.

All bids must include a Bid Security in an amount equal to ten percent (10%) of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project; see attached schedule for required insurance amounts.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

No bid may be withdrawn for at least 60 days from the bid opening date.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

(1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification during construction of the project; (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and (3) each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

(4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, Part 4 of the Montana Code Annotated.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects sub-contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Questions related to the bid specifications shall contact Capt. Roger Bodine @ (406) 256-6900 or rbodine@co.yellowstone.mt.gov. All questions regarding the bid procedure shall contact James Matteson at 406-256-2717 or jmatteson@co.yellowstone.mt.gov.

INSURANCE REQUIREMENTS

Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

WORKERS COMPENSATION

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period of the project.

COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, the American with Disabilities Act of 1990, as well as full compliance with the State of Montana 24/7 laws, and regulations. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the State of Montana **Executive Order No.15-2018** Requiring the disclosure of dark money spending.

Equal Pay for Montana Women

Contracting Entity shall comply with **Executive Order No. 12-2016** promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) Posting salary ranges in the employment listings;
- (b) Certifying that the contractor will not ask about wage history in employee interviews; and
- (c) Certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Questions related to the bid specifications shall contact Capt. Roger Bodine @ (406) 256-6900 or rbodine@co.yellowstone.mt.gov. All questions regarding the bid procedure shall contact James Matteson at 406-256-2717 or jmatteson@co.yellowstone.mt.gov.

Done by order of the Board of County Commissioners, Yellowstone County, Montana
this 2nd day of March 2021.

Board of County Commissioners
Yellowstone County, Montana

Donald W. Jones
Chair

Attest:

Jeff Martin
Clerk and Recorder

SCOPE OF WORK

SCOPE OF WORK – Concrete Floor Polishing

- Remove existing coatings
- Seal cracks and joints with an epoxy or other semi-rigid filler.
- Grind with a 30- or 40-grit metal-bonded diamond.
- Grind with an 80-grit metal-bonded diamond.
- Grind with a 150-grit metal-bonded diamond (or finer, if desired).
- Apply a chemical hardener to densify the concrete.
- Polish with a 100- or 200-grit resin-bond diamond, or a combination of the two.
- Polish with a 400-grit resin-bond diamond.
- Polish with an 800-grit resin-bond diamond.
- During the polishing process, a Grey internal impregnating sealer is to be applied- Color to be approved by owner prior to application.

YCDF CONCRETE POLISH PRICE BID SHEET

Include this sheet with your other documents when submitting your bid.

Please place this sheet in Front of your bid package.

BASE BID (approximately 20,435 sq. ft to be confirmed by bidder)

\$ _____

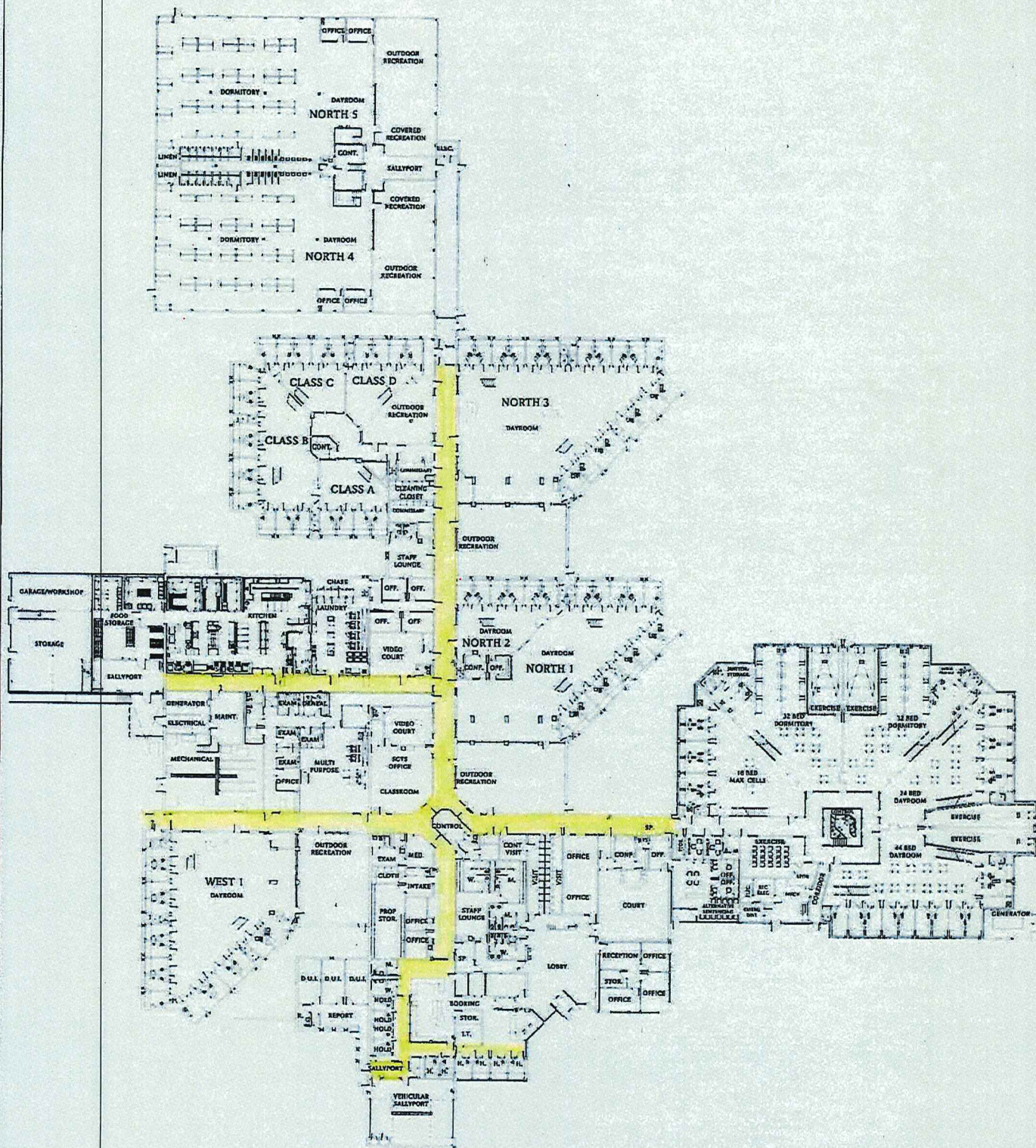
Start Date

Completion Date

I acknowledge receiving the following addenda. (as released)

#1 _____

#2 _____



YELLOWSTONE COUNTY DETENTION FACILITY

12-15-2020

SCHULTZ FOSS
ARCHITECTS P.C.
A DIVISION OF SCHULTZ GROUP